

CITY COUNCIL REPORT



Meeting Date: April 28, 2015
 General Plan Element: *Public Services and Facilities*
 General Plan Goal: *Strategically Locate Public Facilities and Parks to Serve all Neighborhoods in the City.*

ACTION

Architectural Services Contract for Fire Station 613. Adopt Resolution 10091 authorizing Architectural Services Contract 2015-108-COS with Arrington Watkins Architects in the amount of \$398,554 to provide design services for Fire Station 613; and, authorize initiation of a Municipal Use Master Site Plan (MUMSP) for Fire Station 613.

BACKGROUND

The purpose of this action is to approve Architectural Services Contract 2015-108-COS with Arrington Watkins Architects to provide the requisite design services for Fire Station 613; and to authorize initiation of a Municipal Use Master Site Plan (MUMSP). The facility is to be located on Hayden Road, south of Jomax Road.

The scope of the services will involve planning and design for a new fire station to serve the Desert Foothills area of Scottsdale. Hayden Road will be improved from Jomax Road to the fire station site. The project will be designed over the next 16 months. Construction will begin in late 2016 and be complete in 2017.

ANALYSIS & ASSESSMENT

Recent Staff Action

On January 13, 2015, the City of Scottsdale was the successful bidder on an 11.4 acre parcel of State Land located at the southwest corner of Jomax Road and Hayden Road. A high voltage power line easement runs across a majority of the parcel, leaving approximately 2.3 acres of usable land.

For architectural services on Fire Station 613 (15SQ010), the City received 13 Statements of Qualifications on February 11, 2015. A five member selection panel reviewed the proposals and selected the top 3 teams. These 3 teams were interviewed on March 17, 2015 and ranked according to the attached matrix.

Significant Issues to be Addressed

The fire station design team will analyze drainage and infrastructure issues in this area before beginning design work. There are some natural washes which flow through the site. Additionally,

there is a high voltage power line easement passing through the northwestern portion of the property. Water, power and sewer lines will need to be extended to the facility and roadway improvements will be required.

Community Involvement

The planning process for the fire station will include public outreach with adjacent neighborhoods, and a public open house for the community.

RESOURCE IMPACTS

Available funding

Funding for this design contract is currently available in CIP project BB01A (Relocate and Build FS613).

Staffing, Workload Impact

The contract administrator responsible for enforcement of all provisions of the contract is Gary Meyer, Senior Project Manager, Capital Projects Management Division.

Maintenance Requirements

The completed project will be maintained by City staff in a manner similar to other fire stations in the City of Scottsdale.

Future Budget Implications

The increase in maintenance and upkeep cost of the facility over the temporary location is estimated at approximately \$15,000 per year and will be budgeted in future Facilities Management budgets.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution 10091 authorizing Architectural Services Contract 2015-108-COS with Arrington Watkins Architects in the amount of \$398,554 to provide design services for Fire Station 613; and, Authorize initiation of a Municipal Use Master Site Plan (MUMSP) for Fire Station 613.

Proposed Next Steps:

Following Council's approval of the contract, Arrington Watkins Architects will proceed with conceptual design work and stakeholder input meetings.

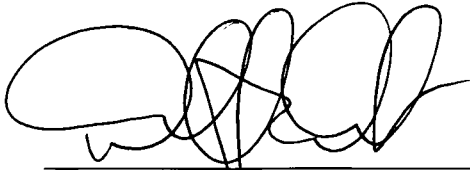
RESPONSIBLE DEPARTMENT(S)

Public Works Division, Capital Project Management

STAFF CONTACT (S)

Gary Meyer, Senior Project Manager, gmeyer@scottsdaleaz.gov, 480-312-2367

APPROVED BY



Daniel J. Worth, Director, Public Works
(480) 312-5555, dworth@scottsdaleaz.gov

4-14-15

Date

ATTACHMENTS

1. Resolution 10091
2. Location Map
3. Evaluation Matrix
4. Contract 2015-108-COS

RESOLUTION NO. 10091

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE ARCHITECTURAL SERVICES CONTRACT NO. 2015-108-COS BETWEEN THE CITY AND ARRINGTON WATKINS ARCHITECTS FOR THE DESIGN OF FIRE STATION 613; AND AUTHORIZING INITIATION OF A MUNICIPAL USE MASTER SITE PLAN FOR FIRE STATION 613.

The City wishes to design Fire Station 613 to be located at Jomax Road and Hayden Road and produce a Municipal Use Master Site Plan to facilitate this process; and

Arrington Watkins Architects can provide the requisite architectural services necessary for this process.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Architectural Services Contract No. 2015-108-COS between the City and Arrington Watkins Architects for the design of Fire Station 613.

Section 2. Authorization is given to initiate a Municipal Use Master Site Plan for Fire Station 613.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 28th day of April, 2015.

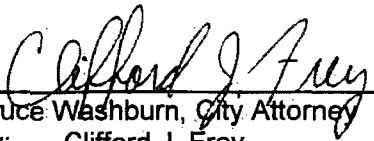
ATTEST:

CITY OF SCOTTSDALE
An Arizona municipal corporation

By: _____
Carolyn Jagger, City Clerk

By: _____
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

ATTACHMENT 1



**Solicitation for
ARCHITECTURAL DESIGN SERVICES FOR FIRE STATION 613**

Company	Rank
Architekton	
Arrington Watkins Architects, LLC	1
Breckenridge Group	
Casa Cura LLC	
Design One, Inc.	
DWL Architects	3
Gabor Lorant Architects, Inc.	
Greg Gordon & Associates, LLC	
HDA Architects, LLC	2
Holly Street Studio	
Perlman Archtiects	
PHArchitecture	
WSM Architects	



CITY OF SCOTTSDALE

ARCHITECTURAL SERVICES CONTRACT

**PROJECT NO.
CONTRACT NO. 2015-108-COS**

THIS CONTRACT, entered into this 28th day of April, 2015, between the City of Scottsdale, an Arizona municipal corporation, the "CITY" and Arrington Watkins Architects, LLC, a Limited Liability Company, the "ARCHITECT."

RECITALS

- A.** The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for professional services; and
- B.** The City intends to contract for Architectural services with Arrington Watkins Architects, LLC for the design of Fire Station 613; and
- C.** The Architect is qualified to render the services desired by the City.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, it is agreed between the City and the ARCHITECT as follows:

1.0 Description, Acceptance, Documentation

1.1 Scope of Services

The Architect will act under the authority and approval of the Contract Administrator to provide the Architectural services required by this Contract.

The Architect is assigned the tasks specified in the attached Exhibit A, Project Scope of Work, which is incorporated by reference and made a part of this Contract.

The Architect must obtain all necessary information to complete the tasks specified in Exhibit A, Project Scope of Work.

ATTACHMENT 4

1.2 Acceptance and Documentation

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Architect for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Architect.

2.0 Fees and Payments

2.1 Fee Schedule

The amount paid to the Architect will not exceed \$398,554.00.

The Architect will be paid at the hourly rates shown in Exhibit A.

2.2 Payment Approval

The time spent for each task must be recorded and submitted to the Contract Administrator. The Architect must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the contract period.

Monthly payments will be made to the Architect on the basis of a progress report submitted by the Architect for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for the Architect's acceptance. However, not more than 90% of the total contract price will be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Architect on a monthly basis.

All charges must be approved by the Contract Administrator before payment.

2.2.1 Payment Terms

The City of Scottsdale's payment terms for Architectural work under State of Arizona A.R.S. Title 34 requirements is 14 days after invoice submittal by the Architect and the work is certified and approved by the City Contract Administrator.

The City has 7 days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the City Contract Administrator. Until such time as such issues are resolved and certified by the City the 14 day payment term will not have commenced.

2.3 Price Adjustment

Price increases may only be requested by the Architect, 30 days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least 1 year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate will be based upon mutual consent of the Architect and the Contract Administrator, however, the Contract Administrator will evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 5%.

3.0 General Terms and Conditions

3.1 Contract Administrator

The Contract Administrator for the City will be Gary Meyer, or designee. The Contract Administrator will oversee the performance of this Contract, assist the Architect in accessing the organization, audit billings, and approve payments. The Architect must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

3.2 Term of Contract

This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk. This Contract is in full force and effect when it is signed by the City and the Architect.

3.3 Termination or Cancellation of Contract

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Architect.

Termination for Convenience: The City has the right to terminate this Contract or any part of it for its sole convenience with 30 days written notice. If terminated, the Architect must immediately stop all work and will immediately

cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Architect will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Architect and the City, based on the Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Architect's compensation will be based on this determination. The City will make this final payment within 60 days after the Architect has delivered the last of the partially completed items. The Architect will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Architect's suppliers or Subcontractors, which the Architect could reasonably have avoided.

Cancellation for Cause: The City may also cancel this Contract or any part of it with 7 days' notice if the Architect defaults, or if the Architect fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator and failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to the Architect for any amount, and the Architect will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Architect is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to the Architect.

If the City cancels this Contract or any part of the Contract services, the City will notify the Architect in writing, and upon receiving notice, the Architect must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Architect must deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

The Architect must appraise the work it has completed and submit its appraisal to the City for evaluation.

If the Architect fails to fulfill in a timely and proper manner its obligations, or if the Architect violates any of the terms of this Contract, the City may withhold any payments to the Architect for the purpose of setoff until the exact amount of damages due the City from the Architect is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 Funds Appropriation

If the City Council does not appropriate funds to continue this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Architect at least 30 days before the end of its current fiscal period and will pay to the Architect all approved charges incurred through the end of that period.

3.5 Audit

The City may audit all of the Architect's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Architect's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Architect or any of his payees. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Architect's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Architect must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written contract between the Architect and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Architect to the City in excess of 1% of the total contract billings, the actual cost of the City's audit must be reimbursed to the City by the Architect. Any adjustments and payments made as a result of the audit or inspection of the Architect's invoices and records will be made within a period of time not to exceed 90 days from presentation of the City's findings to the Architect.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 Ownership of Project Documents

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Architect.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will release the Architect from any liability for the preparation of final construction plans by others.

3.7 Completeness and Accuracy

The Architect will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Architect and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Architect. Additional construction added to the project will not be the responsibility of the Architect unless the need for additional construction was created by any error, omission, or negligent act of the Architect. The City's acceptance of the Architect's work will not relieve the Architect of any of its responsibilities.

3.8 Attorney's Fees

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees, reasonable costs and expenses as determined by the court sitting without a jury. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

3.9 Successors and Assigns

This Contract will be binding upon the Architect, its successors and assigns, including any individual, or other entity with or into which the Architect may merge, consolidate, or be liquidated, or any individual or other entity to which the Architect may sell or assign its assets.

3.10 Assignment

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Contract Administrator.

3.11 Subcontractors

The Architect may engage any additional Subcontractors as required for the timely completion of this Contract. If the Architect subcontracts any of the work required by the Contract, the Architect remains solely responsible for fulfillment of all the terms of this Contract.

The Architect will pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Architect will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Architect will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Architect. No Contract between the Architect and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the Architect fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions and the Architect agrees that the City may take these actions:

- A. To hold the Architect in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the City from the Architect for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

3.12 Alterations or Additions to Scope of Services

The total Scope of the Architectural Services to be performed is stated in this Contract. Any services requested outside the scope of work are additional services. The Architect will not perform these additional services without a written Change Order approved by the City. If the Architect performs additional services without a Change Order, the Architect will not receive any additional compensation.

3.13 Modifications

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

3.14 Conflict of Interest

The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Architect any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all

other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Architect will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

3.15 Force Majeure

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 Taxes

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

3.17 Advertising

No advertising or publicity concerning the City's use of the Architect's services will be undertaken without first obtaining written approval of the Contract Administrator.

3.18 Counterparts

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.19 Entire Agreement

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.20 Arizona Law

This Contract must be governed and interpreted according to the laws of the State of Arizona.

3.21 Equal Employment Opportunity

During the performance of this Contract, the Architect will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

No Preferential Treatment or Discrimination:

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

3.22 Compliance with Federal and State Laws

The Architect accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Architect accepts the applicability to it of A.R.S. §34-301 and 34-302. The Architect will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Architect warrants to the City that the Architect and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Architect and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Architect or any of its Subcontractors will be considered a material breach of this Contract and may subject the Architect or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Architect or any Subcontractor who works on this Contract to ensure that the Architect or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Architect and any of its Subcontractors to ensure compliance with this warranty. The Architect agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Architect or any of its Subcontractors in material breach of this Contract if the Architect and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Architect enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Architect will take appropriate steps to assure

that all Subcontractors comply with the requirements of the E-Verify Program. The Architect's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

3.23 Compliance with Americans with Disabilities Act

Architect acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Architect will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Architect, its employees, agents or assigns will constitute a material breach of this Contract.

3.24 Evaluation of Architect's Performance

The Architect will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (line work, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.25 Notices

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the Architect:
Matthew Gorman
Arrington Watkins Architects
5240 N. 16th Street #101
Phoenix, AZ 85016

On behalf of the City:
Gary Meyer
City of Scottsdale
7447 E. Indian School Road #205
Scottsdale, AZ 85251

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

3.26 Independent Contractor

The services the Architect provides to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.27 Ineligible Bidder

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.28 Indemnification

To the fullest extent permitted by law, Architect, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligence, recklessness, or intentional wrongful conduct to the extent caused by Architect relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Architect's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 Insurance

A current Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

- A. General: The Architect agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Architect, the Architect must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect the Architect. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Architect from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The Architect must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the City of Scottsdale, unless specified otherwise in this Contract.

- D. Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified

herein, shall continue for three (3) years past the completion or termination of this Contract.

- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Architect is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Architect to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Architect must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Architect in this Contract. The Architect is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the Architect must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Architect's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Architect must forward renewal Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions endorsed to the Architect's policy:

- 1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
- 2. The Architect's insurance must be primary insurance for all performance of work under this Contract.
- 3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Architect under this Contract.

4. If the Architect receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Architect's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

4.2 Required Coverage

- A. Commercial General Liability: The Architect must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Architect must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Architect, or anyone employed by the Architect, or anyone for whose acts, mistakes, errors and omissions the Architect is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Architect must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- C. Vehicle Liability: The Architect must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Architect's owned, hired, and non-owned vehicles assigned to or used in the performance of the Architect's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- D. Workers Compensation Insurance: The Architect must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Architect's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 Software Licenses

If the Architect provides to the City any software licenses, the following provisions apply:

5.1 Source Code Availability

- A. The Architect must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
 - 1. The Architect becomes insolvent; or
 - 2. The Architect ceases to conduct business; or
 - 3. The Architect makes a general assignment for the benefit of creditors; or
 - 4. A petition is filed in Bankruptcy by or against the Architect.
- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

5.2 Proprietary Protection

- A. The City agrees that if the Architect informs the City that the Software is confidential information or is a trade secret property of the Architect; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Architect must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of Court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Architect's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Architect must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 Non-Infringement

The Architect warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Architect will defend, at the Architect's expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Architect's opinion the Software is likely to become the subject of a claim of infringement, the Architect will, at its option and its expense:

1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

5.4 Third Party License

The Architect must sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it will be the Architect's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms will not be unreasonably withheld.

6.0 Severability and Authority

6.1 Severability

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

6.2 Authority

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

The City of Scottsdale by its Mayor and City Clerk have subscribed their names this 28th day of April, 2015.

CITY OF SCOTTSDALE
an Arizona Municipal Corporation

ATTEST:

W.J. "Jim" Lane
Mayor

Carolyn Jagger
City Clerk

ARCHITECT:

By: _____

Its: _____

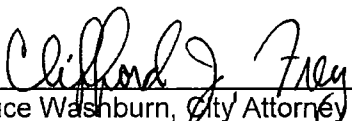
RECOMMENDED:

Derek E. Earle
City Engineer

Katherine Callaway
Risk Management Director

Gary Meyer
Contract Administrator

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

INSURANCE CERTIFICATE

W-9 TAXPAYER FORM

It is necessary for the ***successful*** Consultant to provide a ***REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM***, as indicated in this contract, prior to any contract payment being made. **This form is available, in PDF format from the Professional Contracts Listing on Purchasing's website.**

**EXHIBIT A
PROJECT DESCRIPTION
SCOPE OF WORK**

(SEE ATTACHED SCOPE OF WORK)



DESIGN SCOPE OF WORK Scottsdale Fire Station #613

General Description

Station Building: The project shall consist of the conceptual design, construction documents, and bidding support services of the proposed new fire station at the southwest corner of the intersection of Jomax Road and Hayden Road. The fundamental requirement of design is to provide a facility that meets the needs of the department while staying within or under the project budget. For the purpose of establishing a fee, we are assuming that the building is 9,000 square feet. The new building will include crew quarters and facilities, wellness-fitness area and an apparatus bay. The building will be designed to achieve LEED Gold Certification. It is assumed this project will require Design Review Board approval and will proceed through the standard Commercial Construction approval process.

On - Site Development: The onsite development is assumed to be about 10 acres and will include the following:

- Public parking
- Staff parking
- Trash enclosures
- Site lighting
- Landscaping and Irrigation
- Site utilities within the property lines
- Site topographic survey
- Site grading and retention
- Preliminary Erosion and Sediment Control Plan

Off-Site Development: Development outside of the property lines is assumed to be limited to the following:

- New roadway, curb, gutter, sidewalk and landscaping along Hayden Road alignment from Jomax to the South property boundary
- Additional roadway as needed to the South to meet existing street.
- Extension of, and connection to utilities
 - Communication lines
 - Sewer and water in adjacent neighborhood.
 - Power at Jomax.
- Add a center turn lane in Jomax (Westbound) and deceleration lane at Hayden
- One street light will be added at intersection of Jomax and Hayden

Construction Process: The project will be constructed using the Design-Bid-Build process.

Documents and standards for the facility:

Scottsdale Design Standards and Policy Manual (DSPM)
Scottsdale currently adopted building codes and ordinances
NFPA 1500 Fire Department Occupational Safety and Health Program
NFPA 1581: Standard on Fire Department Infection Control Program
Leadership in Energy & Environmental Design Guidelines USGBC (LEED)
MAG standards and specifications with Scottsdale supplements

Project Phases

The Scope of Work will consist of the phases as outlined in the Contract with the following clarifications:

- **Programming/Pre-design:**
 - Tour existing fire facilities
 - One meeting with Command Staff to finalize the list of required spaces and special requirements for this station. General design requirements will be based on recent Scottsdale Fire Stations.
 - Compile existing information including utility maps for project.
 - Perform field survey work (topography, landscape, etc)

Deliverable: list of requirements, Site Survey, native plant survey
- **Schematic Design**
 - Create conceptual design approaches based on the program document.
 - Develop LEED strategy
 - Meet with key City staff, to review the progress of the schematic design.
 - Develop space plan alternatives
 - Select a preferred scheme and develop the preferred schematic design for approval by the key City staff.
 - Create a schematic level cost estimate based on the program and schematic design presented in the meetings.
 - Prepare LEED strategy
 - Prepare and submit "Pre-application Submittal" to Scottsdale.
 - Pre-application conference.
 - Respond in writing to Owner review comments based on "DSPM".

Deliverable: 30% documents, including: Preliminary site plan, landscape plan, floor plan, elevations, sections, and system narratives (M,P,E, structural). Pre-application submittal, Conceptual estimate.
- **Design Development**
 - Attend and prepare materials for two public meetings
 - Attend meeting and prepare materials for Design Review Board
 - Attend meeting and prepare materials for Planning Commission
 - Attend meeting and prepare materials for City Council (MUMSP)
 - Develop construction drawings to 60%
 - Develop preliminary specifications
 - Develop interior and exterior color and finish palette options for review by key City staff and the user group.
 - Prepare updates to cost estimates.
 - Create computer-generated renderings for review and approval by key City staff.
 - Respond in writing to Owner review comments based on "DSPM".

Deliverable: 60% construction drawings and outline specifications. Presentation materials and rendering. LEED checklist.

- **Construction Documents**
 - Develop construction documents necessary to obtain a Building Permit and required by the Contractor to construct the project.
 - Coordinate with City's commissioning agent.
 - Participate in regular coordination meetings.
 - Provide complete finish schedule.
 - 90% construction document submittal for Owner review
 - Respond in writing to Owner review comments based on "DSPM".
 - 100% construction documents
 - Building Permit:
 - Submit plans to the Building Official for review.
 - Pick up redlines, if required by plan reviewer.
 - Resubmit documents for approval.
 - Provide Owner with all revised information.
 - Conversion of electronic files to CAD for City use (one time event)

Deliverable: Plans and specification for City review and approval. Permit submittal. LEED documentation.
- **Bidding**
 - Support the Owner during the bidding process.
 - Attend pre-bid meeting
- **Construction Administration**
 - No services in this contract
- **Post Construction**
 - No services in this contract

Design Team Responsibilities

The Architect will be required to retain and be responsible for the following engineering disciplines. Detailed proposals by each consultant are available for review if requested.

- **Arrington Watkins Architects**
 - Design team project management
 - Architecture
 - Life safety code compliance
 - Interior color and finish palette
 - Built-in furniture design/specifications (no gym equipment)
 - Appliance specifications (for contractor furnished items)
 - LEED
 - Work with consultant on LEED checklists and strategy
 - Material selections and specification writing
 - Submissions and presentations
- **Dibble Engineering (Civil Engineers)**
 - Site survey of 10 acre site and base file
 - Grading and Drainage plans
 - Civil engineering on-site utility design
 - Off-Site utility design, and permitting through County
 - Design of Hayden Road
 - Alterations to Jomax Road
 - Preliminary Erosion and Sediment Control Plan
- **LSW Engineers (MPE Engineers)**
 - Mechanical/Plumbing engineering
 - Electrical engineering
 - Includes coordination with APS for primary power
 - Includes supplemental grounding for transmission line EMF as needed.
 - Fire alarm system design (performance based)
 - Emergency generation/UPS system
 - Fire Sprinkler performance specifications
 - Telecommunications: device locations/conduit on plan only.
 - Security access control: device location/conduit on plan only. Coordinate with City vendor.
 - CCTV: device locations/conduit on plan only.
 - CATV: device locations on plan, cables to demark location in building. Empty conduit to property line.
 - Audio Visual: device locations/conduit on plan only.
 - Alert Monitor System: device locations on plan, cables to demark location in building. Coordinate with design provided by Phoenix Fire.
 - Information Technology: device locations on plan, cables to demark location in building. Empty conduit to property line.

Arrington Watkins Architects, LLC

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- LEED services, coordination with energy modeler
- **Quest Energy (energy modeling)**
 - Energy modeling for code and design needs
 - M & V Plan for LEED EAc5 Submittal
 - Implement Plan (after 12 months operation)
- **Pangolin Structural (Structural Engineers)**
 - Structural Engineering
- **Floor and Associates (Landscape Design)**
 - Landscape Salvage Plan (2.5 acres and ROW)
 - Landscape design on-site and off-site
- **Speedie (Geotechnical Engineers)**
 - Soils investigations (field work)
 - Lab work
 - Soils recommendations for bearing, paving and percolation.
- **Ecological Environments (LEED consulting)**
 - LEED
 - Develop LEED checklists and strategy
 - Register project with USGBC
 - Material selections and specification writing
 - Prepare LEED documentation
- **CCMC (cost consultant)**
 - Cost estimating at each phase

Services by Others

- Construction meeting minutes by Contractor
- Fire Sprinkler final design, documents and permits by Contractor
- Fire Alarm final design, documents and permits by Contractor
- Security system design and installation (by City vendor)
- A/V systems design and installation (by City vendor)
- CCCTV system design and installation up to demark (by service provider)
- Alert Monitor System cable and devices – by Fire Department/City of Phoenix
- Legal descriptions for utility easements (can be added to Dibble scope as needed)

City of Scottsdale Responsibilities

- Provide all available site documentation, including utilities and title report
- Document review and feedback at each phase
- Pay all permit submittal fees
- Pay LEED submittal fees
- Hire Commissioning Agent

- Procure security systems, access control systems, CCTV, CATV, and Alert Monitor via City vendors
- Any extraordinary site investigations and or utility "pot holing" for design.

End of Scope